

1 BILL NO. S-80-12-49

2 SPECIAL ORDINANCE NO. S- 23-81

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 312-80
6 between the City of Fort Wayne, Indiana
and Weitzel Construction Company, Inc.
Contractor for installation of sanitary sewer.

7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract, dated December 16,
11 1980, between the City of Fort Wayne, Indiana, by and through
12 its Mayor and the Board of Public Works, and Weitzel Construc-
13 tion Company, Inc. Contractor for:


14 construction of a local sanitary sewer
15 eight inches, ten inches and twelve
16 inches in diameter for receiving sewage
from collateral drains already constructed
or which hereafter may be constructed,

17 under Board of Public Works Sewer Improvement Resolution No.
18 312-80, at a total cost of \$914,484.00, all as more particularly
19 set forth in said Contract which is on file in the Office of
20 the Board of Public Works and is by reference incorporated
21 herein and made a part hereof, be and the same is in all
22 things hereby ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage and approval by the
25 Mayor.

26 
27 COUNCILMAN

28 APPROVED AS TO FORM AND
29 LEGALITY DECEMBER 18, 1980.

30 
31 JOHN E. HOFFMAN, City Attorney
32

Read the first time in full and on motion by Burns,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City Works (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, 19____, the _____ day of _____,
at _____ o'clock _____ M., E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Dir. J. White, and duly adopted, placed on its
passage. PASSED (Lest) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. L-23-81
on the 13th day of January, 1981.

ATTEST:
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 14th day of January, 1981, at the hour of
11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan.
1981, at the hour of 11 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-49

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution
No. 312-80 between the City of Fort Wayne, Indiana and Weitzel
Construction Company, INC. Contractor for installation of
sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 90/ PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

CF/1
70-78-2 (2) 12/16/80

CONTRACT NO. 312-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between WEITZEL CONSTRUCTION, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

LATERAL NO. 1:

Beginning at an existing sanitary sewer manhole located 100± LF south of and 5± LF west of the northeast corner of block "A" of Concordia Gardens Addition; thence, northwesterly 240± LF to a proposed manhole located 60± LF south of and 5± LF east of the southeast corner of lot No. 262 of said addition. Said manhole more particularly described as located within the right-of-way of Riverton Drive; thence, north within said right-of-way 210± LF to a proposed manhole located 20± LF south of and 20± LF West of the centerline intersection of Riverton Drive and River Park Drive; thence, west 380± LF to a proposed manhole located 20± LF east of and 20± LF south of the centerline intersection of River Park Drive and Mohawk Drive; thence, southerly 240± LF along Mohawk Drive easterly right-of-way line to a proposed structure located near the southwest corner of lot No. 266 of said Concordia Gardens; thence, southwesterly 115± LF to a proposed manhole located near the northeast corner of lot no. 269 of said addition; thence, westerly 780± LF to a proposed structure located 20± LF south of and 25± LF west of the centerline intersection of Deerwood Drive and Parkcrest Drive; thence, northwesterly 360± LF to a proposed manhole located near the northwest corner of lot no. 325 of said Concordia Park Addition; thence, northwesterly along and within the right-of-way of said Parkcrest Drive, 305± LF of proposed manhole located 20± LF south of and 20± LF east of centerline intersection of Woodbrook Drive and Parkcrest Drive; thence, north 1400± LF on and along the west right-of-way line of said Woodbrook Drive terminating at a proposed manhole located 20± LF west of and south of the intersection of Woodbrook Drive and Bellvue Drive.

LATERAL NO. 2:

Beginning at proposed manhole located 20± LF south of and 20± LF west of the intersection of River Park Drive and Riverton Drive; thence, west 995± LF terminating at the proposed manhole located 20± LF south of and 20± LF west of the centerline intersection of Riverton Drive and Bellvue Drive.

LATERAL NO. 3:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of Riverton Drive and Broken Arrow Drive; thence, west 950± LF terminating at the proposed clean-out.

LATERAL NO. 4:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of Riverton Drive and Garden Park Drive; thence, west 1325± LF terminating at a proposed clean-out.

LATERAL NO. 5:

Beginning at a proposed manhole located 20± LF north of the centerline intersection of Riverton Drive and Otsego Drive; thence, westerly 5± LF south of and parallel to the north right-of-way line of said Otsego Drive 1620± LF terminating at a proposed manhole.

LATERAL NO. 6:

Beginning at a proposed manhole located 20± LF south of and 20± LF west of the centerline intersection of Riverton Drive and Bellvue Drive; thence, westerly 5± LF north of and parallel to the south right-of-way line of said Bellvue Drive, 1630± LF terminating at the proposed manhole.

LATERAL NO. 7:

Beginning at a proposed manhole located 20± LF south of and 20± LF east of the centerline intersection of Mohawk Drive and River Park Drive; thence, westerly 5± LF north of and parallel to the south right-of-way line of River Park Drive 580± LF to a proposed manhole that is near the intersection of Province Drive and River Park Drive; thence, northwesterly 200± LF to a proposed structure located within Province Drive 5± LF east of and 5± LF north of the southeast corner of lot No. 244 of said Concordia Gardens Addition; thence, north 380± LF in and along the right-of-way of Province Drive terminating at a proposed manhole located 5± LF north of and 45± LF east of the southeast corner of lot No. 219 of said Concordia Gardens Addition.

LATERAL NO. 8:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of Woodbrook Drive and Park Drive; thence, westerly 5± LF north of and parallel to the south right-of-way line of said Park Drive 1250± LF to a proposed manhole located 20± LF south of and 25± LF east of the centerline intersection of Garden Park Drive and Bellvue Drive; thence, northerly within the right-of-way of said Bellvue Drive 890± LF terminating at a proposed clean-out located 5± LF east of and 5± LF south of the southwest property corner of Lot No. 5 of Concordia Gardens Addition.

LATERAL NO. 8-C:

Beginning at a proposed manhole located 20± LF south of and 25± LF east of the centerline intersection of Garden Park Drive and Bellvue Drive; thence, westerly in and along the south right-of-way line of Garden Park Drive 135± LF terminating at the proposed clean-out.

LATERAL NO. 8-A:

Beginning at the proposed manhole located 20± LF south of and 20± LF east of the centerline intersection of Garden Park Drive and Otsego Drive; thence, northerly 5± LF west of the east right-of-way line of said Otsego Drive 425± LF terminating at a proposed manhole located 5± LF east of and 5± LF south of the south corner of Lot No. 49 of Concordia Gardens Addition.

LATERAL NO. 8-B:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the intersection of Garden Park Drive and Woodbrook Drive; thence, easterly 5± LF north of and parallel to the south right-of-way line of said Garden Park Drive, 500± LF there terminating at a proposed cleanout.

LATERAL NO. 9:

Beginning at a proposed manhole located 20± LF west and 20± LF south of the centerline intersection of Woodbrook Drive and Otsego Drive; thence, westerly 5± LF north of and parallel to the south right-of-way line of said Otsego Drive 450± LF terminating at a proposed manhole located at 5± LF west of and 5± LF north of the northeast property corner of lot No. 63 of said Concordia Gardens Addition.

LATERAL NO. 9-A:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of said Woodbrook Drive and Otsego Drive; thence, easterly 5± LF north of and parallel to the south right-of-way line of said Otsego Drive 250± LF terminating at a proposed manhole located 5± LF east of and 45± LF south of the southwest corner of lot No. 101 of said Concordia Gardens Addition.

LATERAL NO. 10:

Beginning at a proposed sanitary sewer manhole located 20± LF south of and 20± LF west of the centerline intersection of Woodbrook Drive and Bellvue Drive; thence, westerly 52 LF north of and parallel to the south right-of-way line of said Bellvue Drive 655± LF terminating at a proposed manhole located 5± LF north of and 5± LF west of the northeast corner of lot No. 19 of Concordia Gardens Addition.

LATERAL NO. 10-A:

Beginning at a proposed sanitary sewer manhole located 20± LF south of and 20± LF west of the centerline intersection of Woodbrook Drive and Bellvue Drive; thence east 260± LF terminating at a proposed manhole located 50± LF east of and 20± LF north of the northwest corner of lot 84 of Concordia Gardens Addition.

LATERAL NO. 11:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection to Beechmont Drive and Woodbrook Drive; thence, westerly generally on the south right-of-way line of said Beechmont Drive 1270± LF terminating at the proposed manhole located 300± LF west of and 5± LF north of the centerline of Otsego Drive and the south right-of-way line of Beechmont Drive.

LATERAL NO. 11-A:

Beginning at a proposed manhole located 20± LF east of and 20± LF south of the centerline intersection of Otsego Drive and Beechmont Drive; thence, northerly within the right-of-way of said Otsego Drive 325± LF terminating at a proposed manhole located 5± LF north of and 5± LF east of the southeast corner of lot No. 4 of said Concordia Gardens Addition.

LATERAL NO. 12:

Beginning at a proposed sanitary sewer manhole located 20± LF east of and 20± LF south of the centerline intersection of Beechmont Drive and Parkland Drive; thence, southwesterly generally following the south right-of-way line of Parkland Drive 1260± LF terminating at a proposed manhole located 40± LF west of and 5± LF north of the northeast corner of lot No. 16 of Concordia Woods Addition.

LATERAL NO. 12-A:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of Parkland Drive and Otsego Drive; thence, north 5± LF east of the west right-of-way line of Otsego Drive 240 LF terminating at a proposed manhole located 35± LF west of and 5± LF north of the southwest corner of lot No. 7 of Concordia Woods Addition.

LATERAL NO. 13:

Beginning at a proposed manhole located 20± LF south and 20± LF east of the centerline intersection of Parkcrest Drive and Woodbrook Drive; thence, southwesterly generally within the right-of-way of said Woodbrook Drive 610± LF terminating at a proposed manhole within Woodbrook Drive 20± LF and 5± LF north of the Southeast corner of lot No. 289 of said Concordia Gardens Addition.

LATERAL NO. 14:

Beginning at a proposed sanitary sewer manhole located 20± LF south of and 25± LF west of the centerline intersection of Deerwood Drive and Parkcrest Drive; thence, west along the south right-of-way line of Deerwood Drive 550± LF terminating at a proposed cleanout located 15± LF north of and 5± LF west of the northwest corner of lot 286 of Concordia Gardens Addition.

Said sewer shall be 8", 10" and 12" in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11036, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$914,484.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" Sewer Pipe	Seventeen dollars and 10/100	17.10
10" Sewer Pipe	Nineteen dollars and 55/100	19.55
12" Sewer Pipe	Twenty dollars and no/100	20.00
Std. Manhole Type I-A	One thousand one hundred dollars and no/100	1,100.00
Std. Cleanout	Two hundred fifty-nine dollars and no/100	259.00
Std. Manholes Type VI - A	One thousand five hundred dollars and no/100	1,500.00
6" "T" or "WYE" Tapping Unit Cap & Plug	Thirty-five dollars and no/100	35.00
6" Building Sewer Pipe	Ten dollars and 90/100	10.90
Special Backfill	Nine dollars and 50/100	9.50
#53 or #73 Special Backfill	Thirteen dollars and 35/100	13.35
6" Asphalt (Streets)	Fifteen dollars and 20/100	15.20
4" Asphalt (Driveways)	Fifteen dollars and 40/100	15.40
6" Concrete (Driveways)	Twenty dollars and no/100	20.00
6" Stone Surf. (Driveways)	Three dollars and 70/100	3.70
2" Asphaltic Surface (Streets)	Three dollars and 40/100	3.40
Double Chip and Seal	Two dollars and 67/100	2.67
Seeding and 2" Mulch	No dollars and 85/100	0.85
4"-12" Tile Replacement	Six dollars and 25/100	6.25
15"-18" Tile Replacement	Twelve dollars and 50/100	12.50
Culvert Pipe 8"-15" CMP (Incl. Hdwls)	Seven dollars and no/100	7.00
Dewatering	Twenty-four dollars and 50/100	24.50
10" C.L.D.I.P. Class 51	Fourteen dollars and 65/100	14.65
4' x 3' x 6' Concrete Pad	Six hundred fifty dollars and no/100 per lump sum	650.00
New Fence Replacement	Ten dollars and no/100	10.00
6" "T" or "WYE" (City of Fort Wayne Tap Permits)	Thirty-nine dollars and no/100	39.00
Base Stabilization	Twelve dollars and 35/100	12.35

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 312-80
- B. Instructions to Bidders for Contract No. 312-80
- C. Contractor's Proposal Dated Sept. 9, 1980
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11036
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: John S. Weitzel President

BY: Gloria B. Weitzel Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr. Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

[Signature]

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Herbert R. Gamache
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on, ___ day of
_____, 19 ____.

Contract No. 312-80

EVIDENCE OF INSURANCE — INSURANCE BINDER

Wausau Insurance Companies



Named Insured and Address

Board of Public Works
City of Fort Wayne, Indiana
Fort Wayne, IN

Binder No. **13458**

Region No. **19** *12-16*
Date Issued **12-16, 1980**

Rep. **1305**
Regional Office **IN, RF**
Claim Office **IN**
Bureau

Your request for insurance has been received at this office.

While the policy(ies) are being prepared the company(ies) agree to insure you according to the provisions of the policy(ies) in current use by the company(ies) as checked below for a period of thirty (30) days from **12-16, 1980** at **12:01 A.M.** standard time at the address shown above subject to the provisions shown on the reverse side of this binder.

<input type="checkbox"/> Workers' Compensation -- Employers' Liability (Coverage B) Limit \$			
HAZARDS insured are indicated by the insertion of limits of liability. \$Show Products Aggregate if different than "Each Occurrence"		Bodily Injury Limits Each Occurrence and Products Aggregate	Property Damage Limits Each Occurrence Aggregate
L	Comprehensive General Liability		
I	Products — Completed Operations: <input type="checkbox"/> Included <input type="checkbox"/> Excluded		
A	Contractual — All Written Contracts <input type="checkbox"/> Included <input type="checkbox"/> Not Covered		
B	Manufacturers' and Contractors' Liability		
X	Owners', Landlords' and Tenants' Liability		
I	Owners' and Contractors' Protective Liability	100,000	100,000 100,000
I	Contractual Liability — Designated Contracts Only		
T	Personal Injury Liability		
Y			
Locations of Premises or Description of Operations, for Hazards Insured:			
<input type="checkbox"/> Business Auto Policy <input type="checkbox"/> Garage (Dealers) <input type="checkbox"/> Trucks Policy <input type="checkbox"/> Garage (Non Dealers) <input type="checkbox"/> _____		Combination Casualty Coverage Parts	
		<input type="checkbox"/> Basic Auto Liability <input type="checkbox"/> Comprehensive Auto Liability <input type="checkbox"/> Non Fleet Physical Damage <input type="checkbox"/> Fleet Automatic Physical Damage	
<input type="checkbox"/> Auto Liability		Single Limit \$	
A	}	OR	
U		Limits	
T		Bodily Injury Per Person \$	
O		Bodily Injury Per Accident \$	
M	<input type="checkbox"/> Non Owned Autos	Property Damage Per Accident \$	
B	<input type="checkbox"/> Personal Injury Protection (P.I.P.) or No-Fault <input type="checkbox"/> Added (P.I.P.)		
I	<input type="checkbox"/> Medical Payments Limit \$		
L	<input type="checkbox"/> Uninsured Motorists Limit \$		
E	<input type="checkbox"/> Physical Damage Coverage		
	<input type="checkbox"/> Comprehensive	{ Deductible \$ Limit: Actual Cash Value <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Specified Autos <input type="checkbox"/> Private Passenger Only	
	<input type="checkbox"/> Specified Perils	{ Deductible \$ Limit: Actual Cash Value <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Specified Autos <input type="checkbox"/> Commercial Only	
	<input type="checkbox"/> Collision	{ Commercial Deductible \$ Limit: Actual Cash Value { Private Passenger Deductible \$ Limit: Actual Cash Value <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Specified Autos	
	<input type="checkbox"/> Towing (Private Passenger Only) Limit \$25		

Special Provisions / Specified Autos / Other Coverages

Work performed by Weitzel Construction Co., Inc.

Loss Payee And Address

Issued by ☒ EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
 () ILLINOIS EMPLOYERS INSURANCE OF WAUSAU
 () WAUSAU UNDERWRITERS INSURANCE COMPANY
 () WORLDWIDE UNDERWRITERS INSURANCE COMPANY

This binder is not valid unless signed by a duly authorized representative of the company.

Em White
Authorized Company Representative



Wausau Insurance Companies

With Offices at Wausau, Wisconsin

Any correspondence in relation to this bond should be directed to:

Wausau Insurance Companies
Surety Underwriting
2000 Westwood Drive
Wausau, Wisconsin 54401

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond Number 1950 18 049664-C

That:

Weitzel Construction Co., Inc.

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

Board of Public Works, City of Fort Wayne, Indiana

Fort Wayne, IN

(Here insert full name and address or legal title of Owner)

as Obligatee, hereinafter called Owner, in the amount of
Nine Hundred Fourteen Thousand, Four Hundred Eighty Four and no Dollars (\$914,484.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated

entered into a contract with Owner for St. Joseph Area Sewer Improvement Project

EPA Project # C180599.02 Resolution # 312-80

Concordia Gardens Sanitary Sewer

in accordance with drawings and specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract fails due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 16th day of

December

A.D. 1980

Gloria B. Weitzel
(Witness)

Weitzel Construction Co., Inc.

(Principal)

(Seal)

By

John J. Weitzel
President

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Surety)

(Seal)

Gary Cooper
(Witness)

By

Kathy Dour
Kathy Dour (Attorney-in-Fact)



Employers Insurance of Wausau

With Offices at Wausau, Wisconsin

Bond No. 1950 18 049664-C

LABOR & MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE
BOND IN FAVOR OF THE OWNER CONDITIONED ON THE
FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Any correspondence in relation to this
bond should be directed to:
Surety Department
Employers Insurance of Wausau
2000 Westwood Drive
Wausau, Wisconsin 54401

KNOW ALL MEN BY THESE PRESENTS:

That Weitzel Construction Co., Inc.
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto
Board of Public Works, City of Fort Wayne, Indiana
Fort Wayne, IN
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Nine Hundred Fourteen Thousand, Four Hundred Eighty Four and no Dollars (\$ 914,484.00),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____
entered into a contract with Owner for St. Joseph Area Sewer Improvement Project
EPA Project # C180599 02 Resolution # 312-80 Concordia Gardens Sanitary Sewer
in accordance with drawings and specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if Principal shall promptly make payment to all claimants as
hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obli-
gation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material,
or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that
part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract;
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined,
who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The
Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant
(a) Unless claimant, other than one having a direct contract with the Principal shall have given written notice to any two of the follow-
ing: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the
work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed
and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice
shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal,
Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in
which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made a
public officer.
- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood,
however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall
be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the
Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is
situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, in-
clusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim
for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of December A.D. 1980

Glenn B. Weitzel
(Witness)

Weitzel Construction Co., Inc.

By John S. Weitzel

(Principal)

(Seal)

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Surety)

(Seal)

Darryl Rogers
(Witness)

By Kathy Dour

Kathy Dour

Attorney-in-fact

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint Kathy Dour

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof . . .

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the president, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute the behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its secretary, and its corporate seal to be hereto affixed this 1st day of September, 1979

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company



By

L. J. Baumer

Vice President

Attest:

R. J. Wendorff

Secretary

STATE OF WISCONSIN)

COUNTY OF MARATHON) ss.

On this 1st day of September, 1979, before me personally came

L. J. Baumer

, to me known, who being by me duly sworn, did depose and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Nancy L. Zimbarer
Notary Public

NANCY L. ZIMBAUER

NOTARY PUBLIC

STATE OF WISCONSIN

My Commission Expires February 21, 1982

CERTIFICATE

STATE OF WISCONSIN)

CITY OF WAUSAU) ss.

COUNTY OF MARATHON)

I, the undersigned, vice president of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 1st day of

Dec., 1980



E. A. Zengel

Sr. Vice President



CERTIFICATE OF INSURANCE

Wausau Insurance Companies

This is to certify that the insurance policies (described below by a policy number) written on forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy referred to herein.

Name and address of Insured

Weitzel Construction Co., Inc.
5859 E. 25th St.
Indianapolis, IN 46218

Representative No.: 1305
Place: Indianapolis, IN
Date Issued: 19 12-16 1980
Region:

Kind of Coverage	#	Expiration Date	Policy Number	* Unless otherwise indicated, this policy affords full coverage under the Workers' Compensation laws of all states (except states where coverage can be provided only by State Funds, and Canada) and as designated in the policy and endorsements for Coverage B — Employers' Liability.																				
Workers' Compensation *	1	5 1 81	1911 00 049664																					
				Limits of Liability																				
				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Bodily Injury</th> <th colspan="2" style="text-align: center;">Property Damage</th> </tr> </thead> <tbody> <tr> <td style="width: 25%;">\$ 500,000</td> <td style="width: 25%;">Each Occurrence</td> <td style="width: 25%;">\$ 100,000</td> <td style="width: 25%;">Each Occurrence</td> </tr> <tr> <td>\$ 500,000</td> <td>Aggregate</td> <td>\$ 100,000</td> <td>Aggregate</td> </tr> <tr> <td>Single Limit \$</td> <td></td> <td>Each Occurrence</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Aggregate</td> <td></td> </tr> </tbody> </table>	Bodily Injury		Property Damage		\$ 500,000	Each Occurrence	\$ 100,000	Each Occurrence	\$ 500,000	Aggregate	\$ 100,000	Aggregate	Single Limit \$		Each Occurrence				Aggregate	
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Automobile Liability	1	5 1 81	1921 03 049664																					
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\$ 1,000,000		\$ 10,000	Retention																					

Special Provisions/Locations/Specified Autos:

Workers Compensation: Indiana.
RE: Job St. Joseph Area Sewer Improvement Project, Resolution #312-80, Concordia Gardens Sanitary Sewer.

If any policy described above is canceled during its term by the company or the coverage afforded is reduced, the insurer will mail notice fifteen days before the effective date of such cancellation or change to the party named below.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy (policies) described above is subject to all of the terms, exclusions and conditions of such policy (policies) during the term(s) thereof.

The entry of a number in this column means that the coverage is afforded by the company designated by the same number.

Issued to:

• Board of Public Works
City of Fort Wayne, IN
Fort Wayne, Indiana

Issued by (1.) EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(2.) ILLINOIS EMPLOYERS INSURANCE OF WAUSAU
(3.) WAUSAU UNDERWRITERS INSURANCE COMPANY
(4.) WORLDWIDE UNDERWRITERS INSURANCE COMPANY

Signed

Wayne Shurink
Authorized Company Representative

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE A Contract to construct a local sanitary sewer, eight inches, ten inches, and twelve inches in diameter for receiving sewage from collateral drains already constructed or which hereafter may be constructed. All according to WPC Engineering Dept. Drawing No. SY-11036, and do everything required by the contract and documents. The improvements cover the construction in the St. Joe drainage basin which will improve the water quality of the City's raw water supply.

S-80-12-49

EFFECT OF PASSAGE WEITZEL CONSTRUCTION will be the Contractor for Res. 312-80 Concordia Gardens Addition which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: \$914,484.00
Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities